

## **The complaint**

The estate of Mrs G is unhappy that Lloyds Bank PLC allowed one of the named executors of the estate to remove money from an account without the knowledge or consent of the other named executor.

## **What happened**

Sadly, in December 2022, the late Mrs G passed away. Two executors were approved to administer Mrs G's estate as per the Grant of Probate, which was issued on 17 April 2024. For ease of reference, I'll refer to these executors as 'L' and 'J'.

On 25 April 2024, L transferred approximately £50,000 from a savings account held by the estate without the knowledge or consent of J, who only learned of the transfer after it had taken place. J wasn't happy that Lloyds had allowed L to withdraw money owned by the estate without her permission, so she raised a complaint.

Lloyds responded to J and explained that as per their policy, they only require an instruction from one executor of an estate, and that it isn't the case that they require the approval from any jointly named executors. Lloyds also noted that when L instructed the withdrawal of the money from the estate's account, she had to confirm that she was acting in the best interests of the estate. J wasn't satisfied with Lloyds response, so she referred this complaint to this service.

One of our investigators looked at this complaint. But they didn't feel that Lloyds had acted unfairly by processing the transfer that L had instructed. J disagreed, and so the matter was escalated to an ombudsman for a final decision.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

J has explained that she is unhappy that Lloyds don't require the consent of all named executors to act on an estate's account, meaning that L was able to transfer money out of account in question without J's consent.

But it's for Lloyds to set their policy on this matter, and it isn't within the remit or authority of this service to instruct a business to change how it chooses to operate. And while this service can instruct a business to pay compensation if it's felt that an adherence to a policy has resulted in an unfair outcome, I don't feel that that's the case in this instance.

Ultimately, both J and L are named as executors to the estate of Mrs G, with neither party holding precedence over the other. And as Lloyds have explained, when L moved the money from the account, she had to declare that she was acting in the interests of the estate.

As such, I feel that what is taking place here is a disagreement between the two named executors of the estate of Mrs G. This is essentially a civil disagreement. And as such, if it

can't be resolved amicably between J and L, then I feel that any formal resolution to the dispute would need to be achieved in a Court of Law.

In short, I don't feel that Lloyds did anything unfair here. The estate of Mrs G had two named executors, both of which can instruct Lloyds independently of each other as per Lloyds' policy. L instructed Lloyds to transfer money from the estate's account and confirmed that she was acting in the best interests of the estate when doing so. If J disagrees and feels that L wasn't acting in the best interests of the estate, then I feel that this would be a civil disagreement between J and L.

All of which means that I won't be upholding this complaint against Lloyds or instructing them to take any further or alternative action here. I realise that this won't be the outcome that J was wanting, and I acknowledge that this is a highly emotive issue for her. However, I hope that J will understand, given what I've explained, why I've made the final decision that I have.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs G to accept or reject my decision before 3 February 2025.

Paul Cooper  
**Ombudsman**